# 504529331 08/31/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4576037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
ROHRER CORPORATION	08/31/2017

#### **RECEIVING PARTY DATA**

Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	800 NICOLLET MALL		
Internal Address:	MAIL STOP BC-MN-H03Q		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Patent Number:	7931147	
Patent Number:	8146745	

#### **CORRESPONDENCE DATA**

## Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 612-340-2600

Email: benton.katie@dorsey.com
Correspondent Name: DORSEY & WHITNEY LLP

**Address Line 1:** 50 SOUTH SIXTH STREET, SUITE 1500

Address Line 2: INTELLECTUAL PROPERTY PRACTICE GROUP

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	059235-09929	
NAME OF SUBMITTER:	KATHERINE BENTON	
SIGNATURE: /Katherine Benton/		
DATE SIGNED:	08/31/2017	

#### **Total Attachments: 4**

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#### CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this "<u>Confirmatory Grant</u>") is made effective as of August 31, 2017 by and from ROHRER CP LLC (the "<u>Grantor</u>"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "<u>Secured Party</u>") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Rohrer Corporation, a corporation organized under the laws of the State of Ohio (the "Borrower"), the Lenders, and the Secured Party are parties to that certain Fourth Amended and Restated Credit Agreement dated as of August 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Second Amended and Restated Security Agreement dated as of July 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A attached hereto, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

## 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantor under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

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- (b) The Grantor hereby grants to the Secured Party a security interest in (1) all of the Patents set forth in Exhibit A attached hereto now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same;
- (c) This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- (d) This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- (e) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Patents, and shall have the right to use and register the Patents in the ordinary course of the business of the Grantor.

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PATENT REEL: 043466 FRAME: 0624 IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Patents effective as of the date first written above.

ROHRER CP LLC

Name: Thomas D'Ovidio

Title: Vice President

Confirmatory Grant of Security Interest in Patents

# $\frac{\text{CONFIRMATORY GRANT OF SECURITY INTEREST}}{\text{IN UNITED STATES PATENTS}}$

# **Exhibit A - SCHEDULE OF PATENTS**

U.S. Patent No.	Owner	Title	Filing Date	Issue Date
7,931,147	Rohrer CP LLC	Environmentally Separable Packaging Device With Attaching Base	04/28/2009	11/05/2009
8,146,745	Rohrer CP LLC	Self-Standing and Environmentally Separable Package	03/10/2008	09/11/2008

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**RECORDED: 08/31/2017**